EXHIBIT A

EXHIBIT A

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND

CONSORZIO DEL PROSCIUTTO
DI SAN DANIELE
v.
DANIELE, INC. **C.A. No.: 07-039ML**

AFFIDAVIT

I, VLADO DUKCEVICH, of the Town of Lincoln, County of Providence, State of Rhode Island, after being duly sworn, upon oath, depose and say as follows:

1. That I am a shareholder, vice president and treasurer of Daniele International, Inc. and I have personal knowledge of the facts contained herein.

2. On October 24, 1975, Daniele Prosciutto, Inc. was incorporated in Rhode Island.

3. On December 3, 1976, the trademark "DANIELE" was first used for prosciutto that was manufactured in Rhode Island and sold throughout the United States.

4. On June 19, 1979, Daniele Prosciutto, Inc. filed U.S. Trademark Application Ser. No. 73/220,297 for the name "DANIELE."

5. On March 3, 1981, Daniele Prosciutto, Inc. was issued Registration No. 1,148,080 on its trademark "DANIELE."

6. On March 3, 2001, Daniele Prosciutto, Inc.'s Registration No. 1,148,080 expired by inadvertence and mistake.

7. On December 27, 2001, Daniele Prosciutto, Inc. merged with GIO International Foods,

Inc. and the surviving company became Daniele International, Inc.

8. On March 25, 2002, Daniele International, Inc. filed U.S. Trademark Application Ser. No. 76/389,585 for the name "DANIELE."

9. Consorzio del Prosciutto di San Daniele filed an opposition to Daniele International, Inc.'s registration of the trademark "DANIELE" claiming that the trademark was geographically deceptive.

10. Daniele International, Inc. sells meat products including mortadella, dry sausage, capocollo and salami in addition to prosciutto. The sale of prosciutto represents approximately ten percent (10%) of Daniele International, Inc.'s total sales for all meat products manufactured and distributed throughout the United States and in Asia. Daniele International, Inc. does not sell any meat products in Europe.

11. Daniele International, Inc. sells its meat products to wholesale distributors and large retail outlets such as Costco, Sam's Club, Stop & Shop, Albertson's and Acme.

12. Daniele International, Inc. manufactures and sells domestic style prosciutto that is sold in prepared packages as either a whole boneless pork thigh and/or in pre-sliced packages. The packages range in weight between 15 and 18 pounds and cost between $7.50 and $8.50 per pound.

13. To resolve the trademark dispute that was pending relative to the application that was filed on March 25, 2002, Daniele International, Inc. and Consorzio del Prosciutto di San Daniele entered into an agreement dated August 6, 2003. (Attached is a true and accurate copy of the

agreement).

14. The August 6, 2003 agreement was prepared and drafted by attorneys on behalf of Consorzio del Prosciutto di San Daniele.

15. Daniele International, Inc. did not have its attorneys review or draft any part of the agreement.

16. A lawsuit was filed in Federal Court arising out of the agreement that was signed on August 6, 2003 and the case was entitled, "Daniele International, Inc. v. Consorzio del Prosciutto di San Daniele, of Via Umberto I," C.A. No. 03-512ML. The case was dismissed with prejudice on or about April 1, 2005 after the parties signed a settlement agreement on March 25, 2005. (Attached hereto is a copy of the March 25, 2005 agreement).

17. In accordance with section 2 of the March 25, 2005 agreement, Daniele International, Inc. has stopped using the single word Daniele in its logo relative to the sale of prosciutto and has been using the fictitious name Daniele, Inc.

18. In accordance with section 5 of the March 25, 2005 settlement agreement, Daniele International, Inc. ceased using the Daniele word and logo trademarks in connection with the sale of prosciutto and ham and instead has used different trademarks bearing no resemblance to San Daniele relative to the sale of its prosciutto and ham. The five (5) trademarks used by Daniele in accordance with section 5 of the agreement, which are all different and which bear no resemblance to "San Daniele," are as follows:

A. PRESIDENT'S RESERVE 400

B. PRESIDENT'S

C. GRAN PREMIO

D. RISERVA

E. DELI-CUT-O

19. Attached are copies of the packaging labels for each of the five (5) trademarks being used by Daniele, Inc. on the sale of its prosciutto.

20. Daniele International, Inc., by and through its trademark counsel, I. Stephen Samuels, sent copies of the packaging labels to the Consorzio's counsel, Stuart E. Benson, on September 28, 2005, September 11, 2006 and May 10, 2007.

21. The date of first use for each of the trademarks is as follows:

A. PRESIDENT'S RESERVE 400 - November 1990

B. PRESIDENT'S - May 25, 2005

C. GRAN PREMIO - March 28, 1990

D. RISERVA - October 2006

E. DELI-CUT-O - April 2, 1992

22. Applications were submitted to the U.S. Trademark office to register the five (5) trademarks on April 23, 2007. (Attached are copies of the applications that were electronically filed).

23. In accordance with section 6 of the March 25, 2005 settlement agreement, Daniele

International, Inc. has used the fictitious name "DANIELE, INC." to represent the name of the manufacturer of its prosciutto and the DANIELE, INC. trade name has been in letters no larger than one-fourth the size of the letters used in the five (5) trademarks identified in paragraph 18.

24. The five (5) trademarks being used by Daniele International, Inc. are in accordance with the exemplar that was approved for use by the Consorzio which was attached as Exhibit A to the agreement.

25. In accordance with section 7 of the March 25, 2005 agreement, Daniele International, Inc.'s labels on its prosciutto indicate that the prosciutto is made in the United States. The packaging labels that just had the U.S. Inspection Sticker on them and not the additional "Made in the US" have all been modified.

26. Daniele International, Inc. changed its brochure in 2004 to eliminate objectionable wording to satisfy the Consorzio's concerns and Daniele International, Inc. has modified its website that is operated by a third party and the website is now in literal compliance with sections 8 and 9 of the agreement. The website was modified on or about January 2006.

27. In accordance with section 12 of the March 25, 2005 agreement, Daniele International, Inc. paid the Consorzio $75,000.00.

28. In accordance with section 14 of the March 25, 2005 agreement, Daniele International, Inc. amended its Federal Application and eliminated the word "Prosciutto" from the application. The United States Patent and Trademark office issued Registration No. 3,018,911 on November 29, 2005 for the trademark "DANIELE." Daniele International, Inc.

uses this trademark for the sale of all of its meats with the exception of prosciutto.

29. Daniele International, Inc. is in full compliance with the March 25, 2005 settlement agreement and any minor breaches were not material and have been corrected.

VLADO DURCEVICH

STATE OF RHODE ISLAND

COUNTY OF Providence

Subscribed and sworn to before me this 6th day of June, 2007.

Notary Public

Notary Printed Name: MICHAEL S. ABBOOD, Notary Public My Commission Expires June 27, 2009

My Commission Expires:

AGREEMENT

This agreement is between Daniele International, Inc., of Davis Drive, P.O. Box 106, Pascoag, Rhode Island 02859-0106, referred to herein as "Daniele," and the Consorzio del Prosciutto di San Daniele, of Via Umberto I, 33038 San Daniele del Friuli (UD), Italy, referred to herein as "the Consorzio." The agreement is effective on the last date signed by the parties.

The parties wish to resolve their differences concerning their respective trademarks and trade names, and to use their respective marks and names in harmony, with each giving full respect to the rights and privileges of the other, and to prevent confusion in the minds of customers regarding the identification and geographical location of the two parties and their goods.

The parties also wish to resolve the opposition by the Consorzio to the application of Daniele International for federal registration of the DANIELE trademark, Opposition No. 91154652.

The parties therefore have agreed as follows:

1. Daniele shall not oppose or challenge the right of the Consorzio to use the name San Daniele or the trademark PROSCIUTTO DI SAN DANIELE in connection with the sale of prosciutto in the United States.

2. The Consorzio shall not oppose or challenge the right of Daniele to use the DANIELE trademark on meat products other than prosciutto or ham.

3. Daniele shall cease its use of the DANIELE trademark in connection with the sale of prosciutto or ham and shall use a different trademark, bearing no resemblance to "Daniele" or "San Daniele," for the sale of prosciutto and ham. Daniele shall not use the DANIELE trademark on prosciutto or any other meat products outside the United States.

4. The parties shall endeavor to avoid confusion between their trademarks and trade names.

5. Daniele shall change its corporate name to "Daniele, Inc." and shall no longer use "Daniele Prosciutto" in its corporate name.

6. The Parties represent and agree that they will use their best efforts to prevent other entities from using any similar trademark, trade name, design or trade dress. In the event one of the Parties decides to initiate any legal proceeding against any third party for unfair competition or infringement of its trademark or other intellectual property rights related to its trademark, (a) such Party will notify the

other Party in writing and (b) the other Party agrees to provide reasonable assistance before any formal legal proceeding is started and as needed during the course of such proceeding.

7. Daniele shall not, after the effective date of this agreement, print or reprint any advertising or marketing materials, or make any written or oral representations, which state or imply that Daniele's goods are made in San Daniele, Italy, or that such goods comply with the standards of the Consorzio, or that Daniele is in any way connected to or affiliated with the Consorzio, or that the Consorzio or anyone in San Daniele, Italy has authorized or approved goods sold by Daniele. To the extent that any advertising or marketing materials currently exist which do not comply with the undertaking contained in the previous sentence, such materials will withdrawn as soon as possible and in any event no later than December 31, 2003.

8. Daniele shall prominently indicate on all labels and in all advertising and marketing materials that its goods are made in the United States.

9. On all labels and advertising and marketing materials on which appear Daniele's trademark for prosciutto and the corporate name "Daniele, Inc.", said corporate name shall be in letters no larger than one-fourth the size of the letters of said trademark.

10. To ensure compliance with the preceding paragraphs, the Consorzio shall have the right to review all future advertising and marketing materials prepared by Daniele, including product labels, catalogs, Internet Web pages, and other advertising and marketing materials, and to require any modifications that it reasonably believes are necessary to avoid confusion.

11. If one party believes that the other party is in breach of the agreement, said one party has the right to give written notice of such breach to the other party, specifying the breach in detail, and the party receiving written notice shall have sixty days within which to cure the breach, or to restore the pre-breach situation, failing which the agreement shall be thereupon automatically terminated, and the party sending the written notice shall have all of the legal rights against the other party that it had prior to the effective date of the agreement.

12. Not later than August 31, 2003, Daniele shall pay to the Consorzio $ 30,000 (thirty thousand U.S. dollars).

13. This agreement shall bind the parties and their successors and affiliates.

14. Within thirty days after the effective date of this agreement, Daniele will amend its application to register the DANIELE trademark to eliminate prosciutto from the application, after which the Consorzio will withdraw its opposition to the application.

Dated: 06 Aug. 2003, 2003

Consorzio del Prosciutto di San Daniele

By: _____

Name: Dante Bagatto
Title: Vice - President

Dated: [illegible], 2003

Daniele International, Inc.

By: _____

Name: Vlado Dukcevich
Title: President

AGREEMENT

This agreement is between Daniele International, Inc., of Davis Drive, P.O. Box 106, Pascoag, Rhode Island 02859-0106, referred to herein as "Daniele," and the Consorzio del Prosciutto di San Daniele, of Via Umberto I, 33038 San Daniele del Friuli (UD), Italy, referred to herein as "the Consorzio." The agreement is effective on the last date signed by the parties.

This agreement replaces and supersedes the agreement executed by or on behalf of the parties dated August 6, 2003.

The parties wish to resolve their differences concerning their respective trademarks and trade names, and to use their respective marks and names in harmony, with each giving full respect to the rights and privileges of the other, and to prevent confusion in the minds of customers regarding the identification and geographical location of the two parties' goods.

The parties also wish to resolve the opposition by the Consorzio to the application of Daniele for federal registration of the DANIELE trademark, Opposition No. 91154652.

The parties also wish to resolve and dismiss the complaint and counterclaim presently pending in the United States District Court, District of Rhode Island, C.A. No. 03-512ML.

The parties therefore agree as follows:

1. This agreement shall apply to the sale of goods in the United States. The agreement shall not apply to exports from the United States.

2. Daniele has adopted the fictitious name Daniele, Inc. In connection with the sale of prosciutto and ham, Daniele may use, including in its logo, "Daniele, Inc." or other corporate name or fictitious name that does not include the word "International," the word "Prosciutto," or any other term that is likely to cause confusion with San Daniele.

3. Daniele shall not oppose or challenge the right of the Consorzio to use the name San Daniele or the trademark PROSCIUTTO DI SAN DANIELE in connection with the sale of prosciutto.

4. The Consorzio shall not oppose or challenge the right of Daniele to use the DANIELE word or logo trademarks on meat products except as set forth in paragraphs 5 and 6.

5. Daniele shall cease its use of the DANIELE word and logo trademarks in connection with the sale of prosciutto and ham and shall use a different

trademark, bearing no resemblance to "San Daniele," for the sale of prosciutto and ham. Daniele may use the word "prosciutto" as a product designator on labels and advertising or marketing materials for prosciutto. The parties agree that this provision does not preclude the use of the DANIELE word or logo trademarks on goods, including but not limited to salami, sausage, capocollo and mortadella, merely because they contain ham as an ingredient.

6. On all labels for prosciutto on which appear Daniele, Inc. or other corporate or fictitious name and Daniele's trademark for prosciutto, Daniele, Inc. or such other name shall be in letters no larger than one-fourth the size of the letters of said trademark. Subject to this requirement, as an example, Daniele may use the logo shown in Exhibit A to this Agreement.

7. Except for goods that Daniele imports from outside the United States and serves as distributor within the United States, as to prosciutto Daniele shall prominently indicate on all labels and in all advertising and marketing materials that its goods are made in the United States.

8. Daniele shall not, after the effective date of this agreement, print or reprint any advertising or marketing materials, or make any written or oral representations, which state or imply that Daniele's goods are made in San Daniele, Italy, or that such goods comply with the standards of the Consorzio, or that Daniele is in any way connected to or affiliated with the Consorzio, or that the Consorzio or anyone in San Daniele, Italy has authorized or approved goods sold by Daniele. To the extent that any advertising or marketing materials currently exist within the control of Daniele which do not comply with the undertaking contained in the previous sentence, such materials will not be used by Daniele after January 31, 2005; provided that Daniele may use existing labels for prosciutto through and including June 30, 2005.

9. To ensure compliance with the preceding paragraphs, for two years after the execution of this agreement, the Consorzio shall have the right to request samples of all new advertising and marketing materials prepared by Daniele, including product labels, catalogs, Internet Web pages, and other advertising and marketing materials.

10. The parties shall endeavor to avoid confusion between their trademarks and trade names.

11. The Parties represent and agree that they will use their best efforts to prevent third parties from using "San Daniele," "Daniele" or any similar trademark, trade name, design or trade dress on prosciutto sold in the United States. In the event one of the Parties decides to initiate any legal proceeding in the United States against any third party for unfair competition or infringement of its trademark or other intellectual property rights related to its trademark, (a) such Party will notify the other party in writing and (b) the other Party agrees to provide

B

reasonable cooperation before any formal legal proceeding is started and as needed during the course of such proceeding. Reasonable cooperation shall include the production of documents and up to 20 hours of time from the other Party's representatives at no charge to the Requesting Party except for the reimbursement of reasonable out-of-pocket expenses such as travel and copying costs, but not including attorney's fees.

12. Within 10 days of the execution of this agreement, Daniele shall pay to the Consorzio $75,000 (seventy-five thousand U.S. dollars).

13. Upon payment of the $75,000 (seventy five thousand U.S. dollars), the complaint and counterclaim presently pending in United States District Court, C.A. No. 03-512ML shall be dismissed with prejudice. The parties hereby release each other from all claims asserted or that could have been asserted by the parties, except for the obligations contained in this agreement.

14. Within thirty days after the effective date of this agreement, Daniele with the Consorzio's consent will amend its federal application to register the DANIELE trademark to eliminate prosciutto from the application and, subject to the entry of the consented amendment, the Consorzio will withdraw its opposition to the application with prejudice.

15. The Parties agree that in the event of any breach or threatened breach by the other Party, the non-breaching Party may obtain, in addition to any other legal remedies that may be available, such equitable relief as may be necessary to protect the non-breaching Party against any such breach or threatened breach. In any such proceeding arising under this agreement, the prevailing party shall be entitled to recover the costs of the proceeding, including but not limited to reasonable attorneys' fees.

16. Each Party represents and warrants to the other Party that (1) it has full right, power and authority to enter into and perform this Agreement, (2) it is under no contractual or other obligation or restriction nor will it assume any contractual or other obligation or restriction that would in any way interfere or be inconsistent with, or present a conflict of interest concerning, the Party's obligations under this Agreement; and (3) this Agreement has been duly authorized, executed and delivered and constitutes the valid and binding obligation of each Party and its successors and affiliates and is enforceable in accordance with its terms.

B

17. This agreement may be signed in counterparts, each of which together shall constitute one and the same agreement.

Dated: March 25, 2005

Consorzio del Prosciutto di San Daniele

By: _____
Name: Dante Bagatto
Title: Vice-President

Witnessed By: _____

Name: Carlo Zuccolo

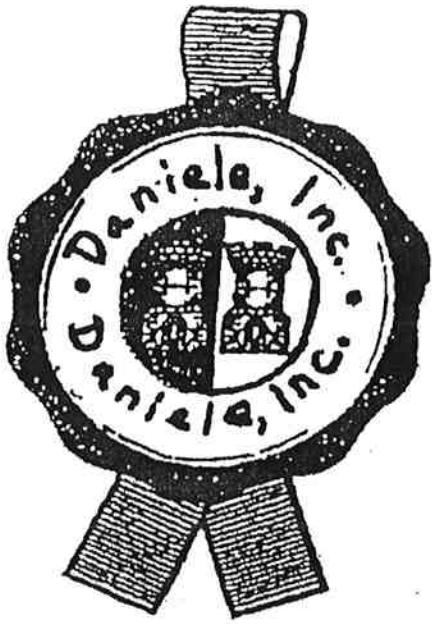
Dated: March __, 2005

Daniele International, Inc.

By: _____
Name: Stefano Dukcevich
Title: President

Witnessed By: _____

Name: _____



PRESIDENTIAL™

Prosciutto

Not Drawn to Scale

B

Exhibit A

Trademark/Service Mark Application, Principal Register

To the Commissioner for Trademarks:

MARK: DELI-CUT-O
The literal element of the mark consists of DELI-CUT-O. The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, Daniele International, Inc., a corporation of Rhode Island, having an address of 105 Davis Drive, Pascoag, Rhode Island 02859, requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended.

International Class 029: Prepared meat; prosciutto

Use in Commerce: The applicant is using the mark in commerce, or the applicant's related company or licensee is using the mark in commerce, or the applicant's predecessor in interest used the mark in commerce, on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(a), as amended.

In International Class 029, the mark was first used at least as early as _____, and first used in commerce at least as early as _____, and is now in use in such commerce. The applicant is submitting or will submit one specimen for *each class* showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services.

The applicant hereby appoints Timothy H. Hiebert and I. Stephen Samuels of Samuels & Hiebert LLC, Two International Place, 23rd Floor, Boston, Massachusetts 02110-4104 to submit this application on behalf of the applicant.

Correspondence Information: Timothy H. Hiebert
Two International Place, 23rd Floor
Boston, Massachusetts 02110-4104
617-426-5553(phone)
617-507-2449(fax)
hiebert@samuelsTM.com (authorized)

Declaration

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

Signature: /Timothy H. Hiebert/ Date Signed: 04/23/2007
Signatory's Name: Timothy H. Hiebert
Signatory's Position: Attorney of Record

Mark (USPTO-generated image for standard characters):

DELI-CUT-O

Trademark/Service Mark Application, Principal Register

To the Commissioner for Trademarks:

MARK: GRAN PREMIO
The literal element of the mark consists of GRAN PREMIO. The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, Daniele International, Inc., a corporation of Rhode Island, having an address of 105 Davis Drive, Pascoag, Rhode Island 02859, requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended.

International Class 029: Prepared meat; prosciutto

Use in Commerce: The applicant is using the mark in commerce, or the applicant's related company or licensee is using the mark in commerce, or the applicant's predecessor in interest used the mark in commerce, on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(a), as amended.

In International Class 029, the mark was first used at least as early as _____, and first used in commerce at least as early as _____, and is now in use in such commerce. The applicant is submitting or will submit one specimen for *each class* showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services.

The foreign wording in the mark translates into English as GRAND PRIZE.

The applicant hereby appoints Timothy H. Hiebert and I. Stephen Samuels of Samuels & Hiebert LLC, Two International Place, 23rd Floor, Boston, Massachusetts 02110-4104 to submit this application on behalf of the applicant.

Correspondence Information: Timothy H. Hiebert
Two International Place, 23rd Floor
Boston, Massachusetts 02110-4104
617-426-5553(phone)
617-507-2449(fax)
hiebert@samuelsTM.com (authorized)

Declaration

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

Signature: /Timothy H. Hiebert/ Date Signed: 04/23/2007
Signatory's Name: Timothy H. Hiebert
Signatory's Position: Attorney of Record

Mark (USPTO-generated image for standard characters):

GRAN PREMIO

rev 6/15/05

PROOF & JOB SPECIFICATIONS

GS, Inc. P/N: PS-467-05

Size: 6.5" x 8.25"
Corner Radius: NA

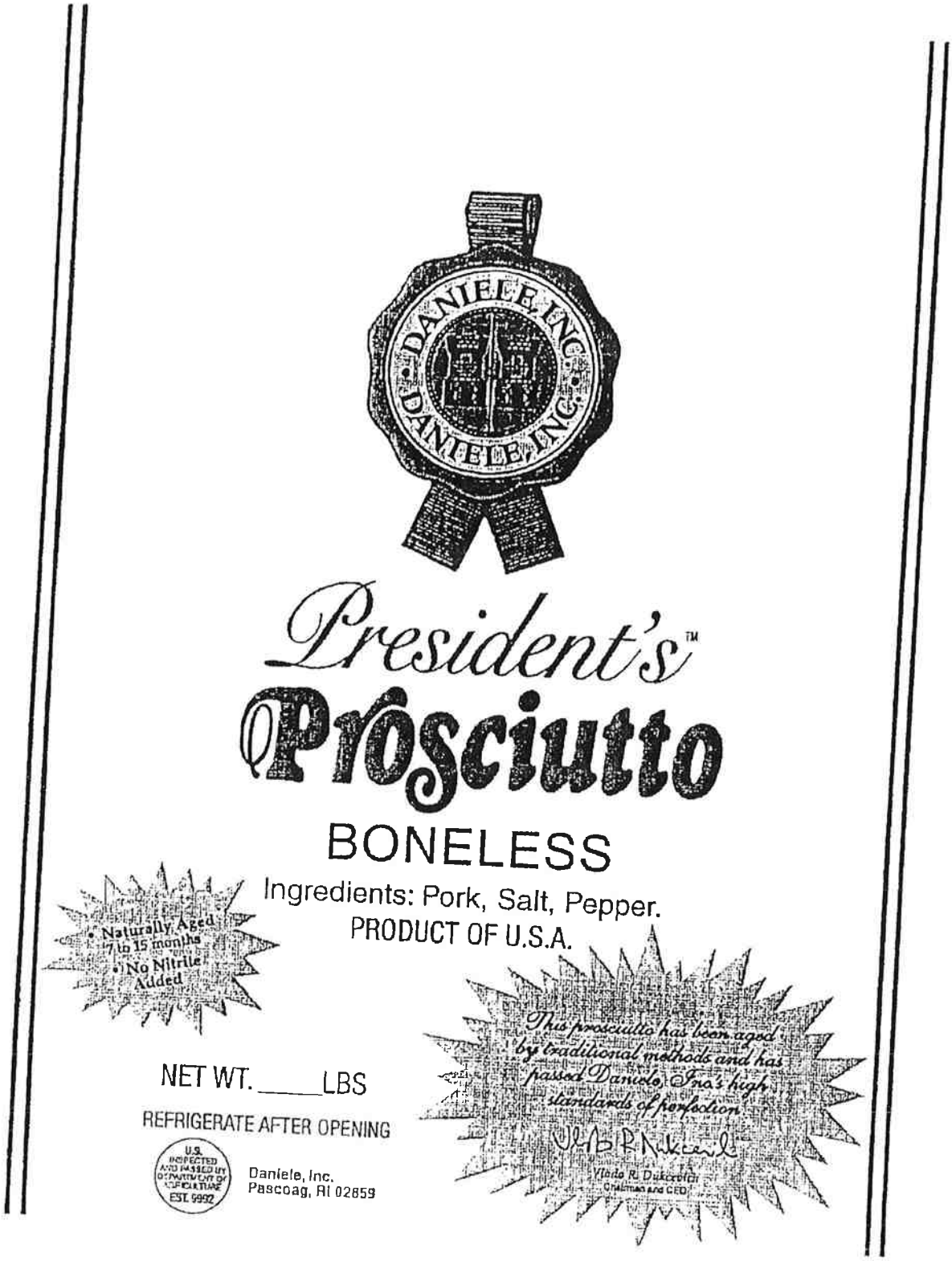
Material: HI-Gloss
Adhesive: Permanent

Colors
- Black
- PMS 151
- PMS 188
- PMS 348
- PMS 485

Finishing: On Rolls
Roll Size: 8" OD
Roll Unwind: Version #2

Signed _____ Date _____

Please review this proof carefully. Signature of this proof acknowledges that all information presented is correct and acceptable for production of finished goods. Any corrections are to be made on the actual proof, and returned marked "O.K." or "O.K. with Corrections" and signed by customer. If revised proofs are desired, request must be made when proofs are returned. Printer cannot be held responsible for errors under either or both of the following conditions: if the customer has failed to return proofs with indication of changes, or if the customer has instructed printer to proceed without submission of proof.


DANIELE, INC.
DANIELE, INC.
President's™
Prosciutto
BONELESS
Ingredients: Pork, Salt, Pepper.
PRODUCT OF U.S.A.
• Naturally Aged 7 to 15 months
• No Nitrite Added
NET WT. ____ LBS
REFRIGERATE AFTER OPENING
U.S. INSPECTED AND PASSED BY DEPARTMENT OF AGRICULTURE EST. 9992
Daniele, Inc.
Pascoag, RI 02859
This prosciutto has been aged by traditional methods and has passed Daniele, Inc.'s high standards of perfection
Vitale R. Dukcevich
Chairman and CEO

rev 6/15/05

GS PROOF & JOB SPECIFICATIONS

GS, Inc. P/N: P5-467-08

Size: 6.5" x 8.25" Corner Radius: NA	Finishing: On Rolls Roll Size: 8" OD Roll Unwind: Version #2
Material: Hi-Gloss with Overlam Adhesive: Permanent	Signed _____ Date _____
Colors ■ Black ■ PMS 151 ■ PMS 188 ■ PMS 355 ■ PMS 485	Please review the proof carefully. Signature of this proof acknowledges that all information presented is correct and acceptable for production. If finished goods, any corrections are to be made on the actual proof, and returned marked "O.K. w/O.K. with Corrections" and signed by customer. Revised proofs are required, request must be made when proofs are returned. Printer cannot be held responsible for errors under either or both of the following conditions: If the customer has failed to return proofs with indication of changes, or if the customer has instructed printer to proceed without submission of proof.

rev 6/15/05

GS PROOF & JOB SPECIFICATIONS

GS, Inc. P/N: PS-467-06

Size: 6.5" x 8.25"
Corner Radius: NA

Material: Bright Silver Foil
Adhesive: B101

Colors
- ☒ PMS 116
- ☒ PMS 151
- ■ PMS 355
- ■ PMS 485
- ☐ White

Finishing: On Rolls
Roll Size: 8" OD
Roll Unwind: Version #2

Signed _____ Date _____

Please review the proof carefully. If proofs of this type accompanied your art information presented is correct and acceptable for production of finished goods. Any corrections are to be made on the actual proof. Unit returned marked "O.K. to G.S. with Corrections" and signed by customer. If revised proofs are desired, requests must be made when proofs are returned. Neither can be held responsible for errors under either or both of the following conditions: if the customer has failed to return proofs with indication of changes, or if the customer has instructed printer to proceed without submission of proof.

DANIELE, INC.
SELECT
DELI-CUT-O™
Prosciutto
Made in the U.S.A.
KEEP REFRIGERATED
Daniele, Inc.
Pascoag, RI 02859

GS INCORPORATED
885 South Main Street
Pascoag
Rhode Island 02859
www.gslabels.com

PROOF & SPECIFICATIONS

Job Number	PS-475-7B
Customer P/N	Deli-Cut-O catch weight
Label Size	Sm Medallion
Corner Radius	NA
Material	60# Cast Gloss
Adhesive	FA-20
Liner	40#
Finishing	On Rolls
Roll Size	8" OD
Core Size	3"
Rewind Version	3

Colors:

PMS 136 from PS-475-11B
PMS 348 from PS-475-11
PMS 485 from PS-475-11
Black
Custom Tan from PS-475-11
Cold from PS-475-01
1Mil Gloss Overlam

COLOR REPRESENTATION The purpose of this computer generated proof is to obtain the approval of the type, design, placement and general color. It is not intended to be an accurate representation of the final product. Only the job with good copy, actual inks and substrates will actually reveal how the Pantone Color Formula Guide (coated or uncoated) will match the printed proof.

Please review this proof carefully.
Customer assumes all risks for compliance with federal, state and local rules, laws and regulations pertaining to packaging, advertising and labeling guidelines. Customer acts upon any advise, information, opinion, or suggestions furnished by GS Inc. at there own risk.
Any corrections are to be made on the actual proof itself, and returned marked "O.K." or "O.K. with Corrections" and signed by customer. If revised proofs are desired, the request must be made when proofs are returned. Printer cannot be held responsible for errors under either or both of the following conditions: if the customer has failed to return proofs with indication of changes, or if the customer has instructed printer to proceed without submission of proof.
Signature of this proof acknowledges that all information presented is correct and acceptable for production of finished goods.

Please Check One.
☐ Proof Approved ☐ OK To Print with Corrections ☐ Please Submit New Proof

Signed _____ Date _____

Artist: Amy Date: 3.26.07

Notes: added net weight
4.5.07-enlarged net wt and refridgerated, added made in usa

GS INCORPORATED
885 South Main Street
Pascoag
Rhode Island 02859
www.gslabels.com

PROOF & SPECIFICATIONS

Job Number	PS-475-77
Customer P/N	Deli-Cut-O 3oz
Label Size	5in Medallion
Corner Radius	NA
Material	60# Cast Gloss
Adhesive	FA-20
Liner	40#
Finishing	On Rolls
Roll Size	8" OD
Core Size	3"
Rewind Version	1

Colors:

PMS 136 from PS-475-11 | PMS 348 from PS-475-11 | PMS 485 from PS-475-11

Black | Custom Tan from PS-475-11 | Gold from PS-475-11

Mil Gloss Overlam

COLOR REPRESENTATION: The purpose of this color proof is to show the general appearance of the image, design, and arrangement of the ink colors. It is not intended to be an accurate representation of the final ink colors, color sequence, ink density, dot gain, and substrate. The actual colors may vary. Pantone Color Formula Guide 1000 coated was used to create this proof.

Please review this proof carefully
Customer assumes all risks for compliance with federal, state and local rules, laws and regulations pertaining to packaging, advertising and labeling guidelines. Customer acts upon any advise, information opinion, or suggestions furnished by GS Inc. at there own risk.
Any corrections are to be made on the actual proof itself, and returned marked "O.K." or "O.K. with Corrections" and signed by customer. If revised proofs are desired, the request must be made when proofs are returned. Printer cannot be held responsible for errors under either or both of the following conditions: if the customer has failed to return proofs with indication of changes, or if the customer has instructed printer to proceed without submission of proof.
Signature of this proof acknowledges that all information presented is correct and acceptable for production of finished goods.

Please Check One:
☐ Proof Approved ☐ OK To Print with Corrections ☐ Please Submit New Proof

Signed _____ Date _____

Artist: Amy Date: 3.26.07

Notes: added net weight
4.5.07-enlarged net wt and refridgerated, added made in usa

GS INCORPORATED
885 South Main Street
Pascoag
Rhode Island 02859
www.gslabels.com

PROOF & SPECIFICATIONS

Job Number	PS-1416-37
Customer P/N	NA
Label Size	3.78" x 4.22"
Corner Radius	NA
Material	XtraGloss
Adhesive	BC-20
Liner	40#
Finishing	On Rolls
Roll Size	8" OD
Core Size	3"
Rewind Version	4

Colors:

Cyan | Magenta | Yellow | Black | Spot Black | PMS 355 from PS-1416-01

Final Gloss Overlam

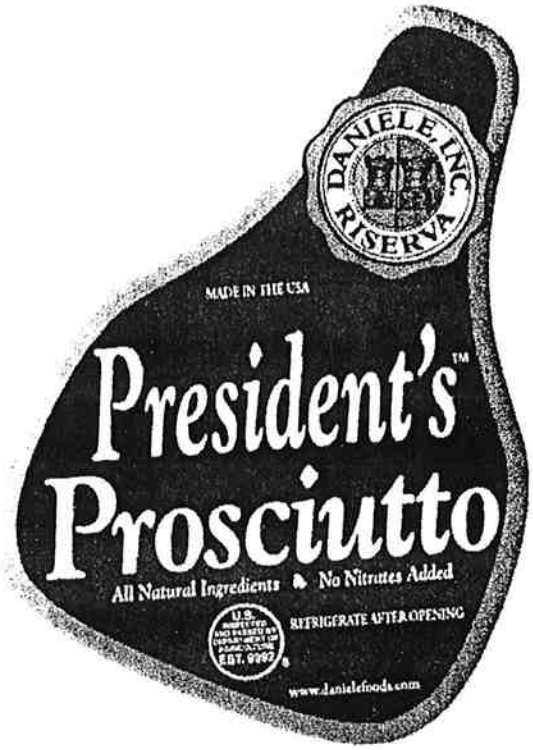
COLOR REPRESENTATION:

Please review this proof carefully
Customer assumes all risks for compliance with federal, state and local rules, laws and regulations pertaining to packaging, advertising and labeling guidelines. Customer acts upon any advise, information, opinion, or suggestions furnished by GS inc. at there own risk.
Any corrections are to be made on the actual proof itself, and returned marked "O.K." or "O.K. with Corrections" and signed by customer. If revised proofs are desired, the request must be made when proofs are returned. Printer cannot be held responsible for errors under either or both of the following conditions: if the customer has failed to return proofs with indication of changes, or if the customer has instructed printer to proceed without submission of proof.
Signature of this proof acknowledges that all information presented is correct and acceptable for production of finished goods.

Please Check One:
☐ Proof Approved ☐ OK to Print with Corrections ☐ Please Submit New Proof

Signed _____ Date _____

Artist:Amy Date:6.1.07 Notes: added made iin the usa



885 South Main Street
Pascoag
Rhode Island 02859
www.gslabels.com

PROOF & SPECIFICATIONS

Job Number	PS-513-05
Customer P/N	NA
Label Size	4.25" x 3"
Corner Radius	NA
Material	HI-Gloss
Adhesive	AT20
Liner	40#
Finishing	On Rolls
Roll Size	8" OD
Core Size	3"
Wind Version	1

Colors: Digital hard proof

PMS 117 PMS 148 PMS 485

Black Gloss Overlaminate

COLOR REPRESENTATION: The printing process used to produce this proof may not match the color standards of the printing ink samples shown. Please refer to a Pantone® color publication for more accurate color representation.

Please review this proof carefully.
Customer assumes all risks for compliance with federal, state and local rules, laws and regulations pertaining to packaging, advertising and labeling guidelines. Customer acts upon any advise, information, opinion, or suggestions furnished by GS inc. at there own risk.
Any corrections are to be made on the actual proof used, and returned marked "O.K." or "O.K. with Corrections" and signed by customer. If revised proofs are desired, the request must be made when proofs are returned. Printer cannot be held responsible for errors under either or both of the following conditions: if the customer has failed to return proofs with indication of changes, or if the customer has instructed printer to proceed without submission of proof.
Signature of this proof acknowledges that all information presented is correct and acceptable for production of finished goods.

Please Check One.

☐ Proof Approved ☐ OK To Proceed with Corrections ☐ Please Submit New Proof

Signed _____ Date _____

Amy Date: 6.1.07

Notes: added made in the usa

DANIELE, INC.
DANIELE, INC.

President's Prosciutto

BONELESS

Ingredients: Pork, Salt, Pepper.

PRODUCT OF U.S.A.

- Naturally Aged 7 to 13 months
- No Nitrite Added

This prosciutto has been aged by traditional methods and has passed Daniele, Inc.'s high standards of perfection.

David R. Daniele
President and CEO

NET WT. ____ LBS.

REFRIGERATE AFTER OPENING

Daniele, Inc.
Pescadero, R.I. 02880

Case 1:07-cv-00039-ML-DLM Document 42-2 Filed 04/24/2008 Page 32 of 42

Trademark/Service Mark Application, Principal Register

To the Commissioner for Trademarks:

MARK: PRESIDENT'S RESERVE 400
The literal element of the mark consists of PRESIDENT'S RESERVE 400. The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, Daniele International, Inc., a corporation of Rhode Island, having an address of 105 Davis Drive, Pascoag, Rhode Island 02859, requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended.

International Class 029: Prepared meat; prosciutto

Use in Commerce: The applicant is using the mark in commerce, or the applicant's related company or licensee is using the mark in commerce, or the applicant's predecessor in interest used the mark in commerce, on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(a), as amended.

In International Class 029, the mark was first used at least as early as _____, and first used in commerce at least as early as _____, and is now in use in such commerce. The applicant is submitting or will submit one specimen for *each class* showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services.

The applicant hereby appoints Timothy H. Hiebert and I. Stephen Samuels of Samuels & Hiebert LLC, Two International Place, 23rd Floor, Boston, Massachusetts 02110-4104 to submit this application on behalf of the applicant.

Correspondence Information: Timothy H. Hiebert
Two International Place, 23rd Floor
Boston, Massachusetts 02110-4104
617-426-5553(phone)
617-507-2449(fax)
hiebert@samuelsTM.com (authorized)

Declaration

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

Signature: /Timothy H. Hiebert/ Date Signed: 04/23/2007
Signatory's Name: Timothy H. Hiebert
Signatory's Position: Attorney of Record

Mark (USPTO-generated image for standard characters):

PRESIDENT'S RESERVE 400

Trademark/Service Mark Application, Principal Register

To the Commissioner for Trademarks:

MARK: PRESIDENT'S
The literal element of the mark consists of PRESIDENT'S. The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, Daniele International, Inc., a corporation of Rhode Island, having an address of 105 Davis Drive, Pascoag, Rhode Island 02859, requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended.

International Class 029: Prepared meat; prosciutto

Use in Commerce: The applicant is using the mark in commerce, or the applicant's related company or licensee is using the mark in commerce, or the applicant's predecessor in interest used the mark in commerce, on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(a), as amended.

In International Class 029, the mark was first used at least as early as _____, and first used in commerce at least as early as _____, and is now in use in such commerce. The applicant is submitting or will submit one specimen for *each class* showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a photo of packaging for the goods.
Specimen-1 [spec-681168165-161755811_._PRESIDENT_S_Specimen.jpg]

The applicant hereby appoints Timothy H. Hiebert and I. Stephen Samuels of Samuels & Hiebert LLC, Two International Place, 23rd Floor, Boston, Massachusetts 02110-4104 to submit this application on behalf of the applicant.

Correspondence Information: Timothy H. Hiebert
Two International Place, 23rd Floor
Boston, Massachusetts 02110-4104
617-426-5553(phone)
617-507-2449(fax)
hiebert@samuelsTM.com (authorized)

Declaration

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

Signature: /Timothy H. Hiebert/ Date Signed: 04/23/2007
Signatory's Name: Timothy H. Hiebert
Signatory's Position: Attorney of Record

Mark (USPTO-generated image for standard characters):

PRESIDENT'S

Trademark/Service Mark Application, Principal Register

To the Commissioner for Trademarks:

MARK: RISERVA
The literal element of the mark consists of RISERVA. The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, Daniele International, Inc., a corporation of Rhode Island, having an address of 105 Davis Drive, Pascoag, Rhode Island 02859, requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended.

International Class 029: Prepared foods, namely, prosciutto and cheese rolled together

Use in Commerce: The applicant is using the mark in commerce, or the applicant's related company or licensee is using the mark in commerce, or the applicant's predecessor in interest used the mark in commerce, on or in connection with the identified goods and/or services. 15 U.S.C. Section 1051(a), as amended.

In International Class 029, the mark was first used at least as early as _____, and first used in commerce at least as early as _____, and is now in use in such commerce. The applicant is submitting or will submit one specimen for *each class* showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services.

The foreign wording in the mark translates into English as RESERVE.

The applicant hereby appoints Timothy H. Hiebert and I. Stephen Samuels of Samuels & Hiebert LLC, Two International Place, 23rd Floor, Boston, Massachusetts 02110-4104 to submit this application on behalf of the applicant.

Correspondence Information: Timothy H. Hiebert
Two International Place, 23rd Floor
Boston, Massachusetts 02110-4104
617-426-5553(phone)
617-507-2449(fax)
hiebert@samuelsTM.com (authorized)

Declaration

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

Signature: /Timothy H. Hiebert/ Date Signed: 04/23/2007
Signatory's Name: Timothy H. Hiebert
Signatory's Position: Attorney of Record

Mark (USPTO-generated image for standard characters):

RISERVA